

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 45
2. Contract No.		3. Solicitation No. DAAA09-03-R-0113		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003NOV20	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSF5-CCA-A ROCK ISLAND, IL 61299-6000 BLDG 350			Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 11:00am (hour) local time 2003DEC22 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name ROSALIE LASHBROOK E-mail address: ROSALIE.LASHBROOK@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-7947
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11. Table Of Contents

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	
				18. Offer Date	

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0113 MOD/AMD	Page 2 of 45
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996

(End of clause)

(AM7010)

A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
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Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMC MC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Waterlviet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of Clause)

(AS7010)

A-4	52.252-4500 OSC	FULL TEXT CLAUSES	SEP/1997
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1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0113 MOD/AMD	Page 3 of 45
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Name of Offeror or Contractor:

2. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/osc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

ITEM: 120MM TANK TRAINING AMMUNITION, M831A1 & M865 CARTRIDGES

1. THIS SOLICITATION IS ISSUED AS A FIRM FIXED PRICE , SPLIT AWARD EFFORT FOR THE 120MM TANK TRAINING ROUND AMMUNITION CONSISTING OF THE M831A1 AND M865 CARTRIDGES. THE SPLIT AWARD WILL BE EITHER: 60% - 40%, OR 50% - 50% AWARDED ON A SINGLE YEAR BASIS, OR A 60% - 40%, OR 50% - 50% AWARDED ON A FOUR (4) YEAR MULTI-YEAR BASIS. THE OVERALL LOWEST PRICE TO THE GOVERNMENT WILL BE THE DETERMINING FACTOR FOR DECIDING IF THE AWARD IS TO BE MADE ON THE SINGLE YEAR, OR MULTI-YEAR BASIS, AS WELL AS IF THE AWARD IS TO BE SPLIT 60% - 40%, OR 50% - 50%.

2. THE CONTAINER HANDLING EFFORT AND THE TECHNICAL DATA PACKAGE (TDP) MAINTENANCE EFFORT MAY BE AWARDED ON A SINGLE YEAR BASIS, OR A FOUR (4) YEAR MULTI-YEAR BASIS, WITH THE LOW OFFEROR RECEIVING THE ENTIRE AWARD.

3. THE OFFEROR WILL HAVE THE OPTION OF CHOOSING PERFORMANCE BASED PAYMENTS OR PROGRESS PAYMENTS AS THEIR FINANCING.

4. THE OFFERORS PROPOSED PRICES SHALL BE SUBMITTED ON THE PRICE EVALUATION SHEET (ATTACHMENT 002) RATHER THAN IN SECTION B OF THIS SOLICITATION.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 1315-01-369-6612 FSCM: 19200 PART NR: 12953554 SECURITY CLASS: Unclassified																																		
0001AA	<div data-bbox="264 573 724 594">BID POINT A, M831A1 SINGLE YEAR 60%</div> <div data-bbox="264 653 623 699">NOUN: CTG 120MM TANK TP-T M831A1 PRON: M24A0039M2 PRON AMD: 02</div> <div data-bbox="264 758 501 779">Packaging and Marking</div> <div data-bbox="264 837 724 884">Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div data-bbox="264 942 846 1098"> <div data-bbox="264 942 545 963">Deliveries or Performance</div> <div data-bbox="264 970 846 1098"> <table> <tr> <td>DOC</td><td>SUPPL</td><td></td><td></td><td></td><td></td></tr> <tr> <td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr> <tr> <td>001</td><td>W52PLJ42564305</td><td>Y00000</td><td>M</td><td></td><td>3</td></tr> <tr> <td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td><td></td><td></td><td></td></tr> <tr> <td>001</td><td>30,780</td><td>31-OCT-2005</td><td></td><td></td><td></td></tr> </table> </div> </div> <div data-bbox="264 1157 456 1178">FOB POINT: Origin</div> <div data-bbox="264 1209 781 1335">SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</div>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52PLJ42564305	Y00000	M		3	DEL REL CD	QUANTITY	DEL DATE				001	30,780	31-OCT-2005				30780	EA	\$ _____	\$ _____
DOC	SUPPL																																		
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
001	W52PLJ42564305	Y00000	M		3																														
DEL REL CD	QUANTITY	DEL DATE																																	
001	30,780	31-OCT-2005																																	
0001AB	<div data-bbox="264 1476 724 1497">BID POINT A, M831A1 SINGLE YEAR 60%</div> <div data-bbox="264 1556 623 1602">NOUN: CTG TANK 120MM TP-T M831A1 PRON: T14A0T19M2 PRON AMD: 01</div> <div data-bbox="264 1661 501 1682">Packaging and Marking</div> <div data-bbox="264 1740 724 1787">Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div data-bbox="264 1845 846 1946"> <div data-bbox="264 1845 545 1866">Deliveries or Performance</div> <div data-bbox="264 1873 846 1946"> <table> <tr> <td>DOC</td><td>SUPPL</td><td></td><td></td><td></td><td></td></tr> <tr> <td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr> <tr> <td>001</td><td>W52PLJ43214301</td><td>Y00000</td><td>M</td><td></td><td>3</td></tr> </table> </div> </div>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52PLJ43214301	Y00000	M		3	1560	EA	\$ _____	\$ _____												
DOC	SUPPL																																		
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
001	W52PLJ43214301	Y00000	M		3																														

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>PROJ CD BRK BLK PT</div> <div>HMK</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 1,560 30-NOV-2004</div> <div>FOB POINT: Origin</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u></div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP TO) WILL BE FURNISHED PRIOR</div> <div>TO SCHEDULED DELIVERY DATE FOR ITEM</div> <div>REQUIRED UNDER THIS REQUISITION.</div>				
0002	<div>NSN: 1315-01-288-5545</div> <div>FSCM: 19200</div> <div>PART NR: 12900347</div> <div>SECURITY CLASS: Unclassified</div>				
0002AA	<div><u>BID POINT A, M865</u> <u>SINGLE YEAR</u> <u>60%</u></div> <div>NOUN: CTG 120MM TANK TPCSDS-T M865</div> <div>PRON: M24A0040M2 PRON AMD: 02</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u></div> <div>DOC SUPPL</div> <div><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></div> <div>001 W52P1J42564301 Y00000 M 3</div> <div><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></div> <div>001 15,820 28-OCT-2005</div> <div>002 25,000 29-OCT-2005</div> <div>003 9,180 30-OCT-2005</div> <div>004 25,000 31-OCT-2005</div> <div>FOB POINT: Origin</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u></div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP TO) WILL BE FURNISHED PRIOR</div> <div>TO SCHEDULED DELIVERY DATE FOR ITEM</div> <div>REQUIRED UNDER THIS REQUISITION.</div>	75000	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	<p>BID POINT A, M865 SINGLE YEAR 60%</p> <p>NOUN: CTG TANK 120MM TPCSDS-T M865 PRON: T14A0T20M2 PRON AMD: 02</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PLJ42564303 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 13,188 31-OCT-2005</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>	13188	EA	\$ _____	\$ _____
0003	<p>NSN: 1315-01-369-6612 FSCM: 19200 PART NR: 12953554 SECURITY CLASS: Unclassified</p>				
0003AA	<p>BID POINT B, M831A1 SINGLE YEAR 40%</p> <p>NOUN: CTG 120MM TANK M831A1 PRON: M24A1039M2 PRON AMD: 02</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PLJ42564306 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 20,520 30-DEC-2004</p>	20520	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>BID POINT B, M831A1, SINGLE YEAR 40%</u></p> <p>NOUN: CTG TANK 120MM TP-T M831A1 PRON: T14A0T19M2 PRON AMD: 01</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: OVER 1% UNDER</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PlJ43214301 Y00000 M 3 <u>PROJ CD BRK BLK PT</u> HMK <u>DEL REL CD QUANTITY DEL DATE</u> 001 1,040 31-DEC-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>	1040	EA	\$ _____	\$ _____
0004	<p>NSN: 1315-01-288-5545 FSCM: 19200 PART NR: 12900347 SECURITY CLASS: Unclassified</p>				
0004AA	<p><u>BID POINT B, M865 SINGLE YEAR 40%</u></p>	50000	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: CTG 120MM TANK TPCSDS-T M865 PRON: M24A1040M2 PRON AMD: 02</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PlJ42564312 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 18,880 28-OCT-2005 002 25,000 29-OCT-2005 003 6,120 30-OCT-2005</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>				
0004AB	<p><u>BID POINT B, M865 SINGLE YEAR 40%</u></p> <p>NOUN: CTG TANK 120MM TPCSDS-T M865 PRON: T14A1T20M2 PRON AMD: 02</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PlJ42564304 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 8,792 31-OCT-2005</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR</p>	8792	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
	<u>MULTI-YEAR 04 THRU 07</u>				
	<u>BID POINT C (60%)</u>				
	M831A1	82,800	EA	\$ _____	\$ _____
	M865	326,310	EA	\$ _____	\$ _____
	OPTION M831A1	12,420	EA	\$ _____	\$ _____
	OPTION M865	23,478	EA	\$ _____	\$ _____
	<u>BID POINT D (40%)</u>				
	M831A1	55,200	EA	\$ _____	\$ _____
	M865	217,540	EA	\$ _____	\$ _____
	OPTION M831A1	8,280	EA	\$ _____	\$ _____
	OPTION M865	15,652	EA	\$ _____	\$ _____
	(End of narrative F001)				
	BID POINT E - <u>SINGLE YEAR FY 2004 - 50%</u>				
	<u>M831A1</u>	26,950	EA	\$ _____	\$ _____
	<u>M865</u>	73,490	EA	\$ _____	\$ _____
	BID POINT F - <u>MULTI-YEARS FY 2004 - 2007 - 50%</u>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	M831A1	69,000	EA	\$ _____	\$ _____
	OPTION M831A1	10,350	EA	\$ _____	\$ _____
	M865	279,575	EA	\$ _____	\$ _____
	OPTION M865	19,565	EA	\$ _____	\$ _____
	(End of narrative F002)				
0005	SECURITY CLASS: Unclassified				
0005AA	<u>BID POINT G - CONTAINER SINGLE YR FY 2004</u> NOUN: 2004 CONTAINER EFFORT PRON: 4A4B1040M2 PRON AMD: 01 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-OCT-2005 \$		EA		\$ _____
	<u>BID POINT H - MULTI-YEARS FY 2004 - 2007</u>				
	PA116 <u>CONTAINER/HANDLING</u>	XXXXXXX	EA	\$ _____	\$ _____
	PA116 CONTAINER/HANDLING FACTOR		EA	\$ _____	\$ _____
	(End of narrative F001)				
0006	SECURITY CLASS: Unclassified				
0006AA	<u>BID POINT J - TDP MAINT SINGLE YR FY 2004</u> NOUN: 2004 TDP MAINTENANCE EFFORT PRON: 4A4B2040M2 PRON AMD: 01				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div><div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div><div>DLVR SCH</div><div><div><div>REL CD</div><div>QUANTITY</div><div>DATE</div></div><div><div>001</div><div>0</div><div>31-OCT-2005</div></div></div><div>\$</div></div><div><div>BID POINT K - MULTI-YEARS FY 2004 - 2007</div><div><div>TDP MAINTENANCE</div><div>\$</div></div><div>(End of narrative F001)</div></div></div></div></div>				

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For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

AKARDITE FROM GIRINDUS, FEDERAL REPUBLIC OF GERMANY
DNT FROM GIRINDUS, ITALY
METHYL CENTRALITE FROM MAKHTESHIM, ISRAEL

(BA6700)

PACKING, CRATING, AND HANDLING (PC&H) OF ACCEPTED AMMUNITION.

THE OFFERORS PRICES PROPOSED FOR M831A1 AND M865 CARTRIDGES SHOULD INCLUDE A COST FOR THE EFFORT REQUIRED TO PERFORM PACKING, CRATING, AND HANDLING (PC&H) OF ACCEPTED 120MM AMMUNITION. THIS PC&H MUST BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, TO INCLUDE THE CLAUSES IN SECTION F OF THIS SOLICITATION. THE CONTRACTOR WILL BE RESPONSIBLE ONLY FOR THE ROUNDS PRODUCED BY HIS FIRM. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE AMMUNITION WHICH IS INCURRED DURING THE PC&H. OFFERORS SHOULD ASSUME 70% OF THE TOTAL QUANTITY FOR EACH ROUND WILL BE LOADED FOR CONUS SHIPMENT, AND 30% OF THE TOTAL QUANTITY WILL BE LOADED FOR OCONUS SHIPMENT IN MILVANS. SHOULD THERE BE A SIGNIFICANT CHANGE IN THE NUMBER OF ROUNDS SHIPPED IN THESE MODES OF TRANSPORTATION, AN EQUITABLE ADJUSTMENT WILL BE NEGOTIATED BETWEEN THE PARTIES. THE GOVERNMENT WILL BE RESPONSIBLE FOR SUPPLYING TRUCKS AND MILVANS.

*** END OF NARRATIVE B 002 ***

STORAGE OF ACCEPTED 120MM AMMUNITION.

THE OFFEROR'S PRICES PROPOSED FOR M831A1 AND M865 CARTRIDGES SHOULD INCLUDE A COST FOR STORAGE OF ACCEPTED 120MM ROUNDS. THE STORAGE PERIOD WILL COMMENCE FROM THE DATE THE DD FORM 250 IS SIGNED. THE AMMUNITION MUST BE STORED IN ACCORDANCE WITH APPLICABLE QUANTITY/DISTANCE AND OTHER SAFETY REQUIREMENTS. THE ROUNDS WILL BE PALLETIZED AND HANDLED IN ACCORDANCE WITH SECTION D OF THIS SOLICITATION. THE STORAGE PROPOSED SHOULD BE MADE ON THE BASIS OF CONTINUOUS STORAGE OF 100,000 EACH, ROUNDS PER CONTRACTOR. FOR ANY STORAGE OF MORE THAN THOSE AMOUNTS, AN EQUITABLE ADJUSTMENT WILL BE NEGOTIATED BETWEEN THE PARTIES. FOR THE LAST LOT TO BE DELIVERED UNDER THIS CONTRACT, THE OFFERORS SHOULD ASSUME A STORAGE PERIOD OF 90 DAYS FROM THE DATE OF ACCEPTANCE OF THAT LOT BY THE GOVERNMENT.

*** END OF NARRATIVE B 003 ***

CONTAINER/INSERT HANDLING REQUIREMENTS.

THE GOVERNMENT HAS A REQUIREMENT FOR THE PERFORMANCE OF THE EFFORT OF CONTAINER/INSERT HANDLING AS DELINEATED IN THE STATEMENT OF WORK (SOW) DATED NOVEMBER 5, 2003, FOR MYIII CAN HANDLER AND SUPPLIER REQUIREMENTS FOR CONTAINER, AMMUNITION, METAL, (PA116), INTERNAL COMPONENTS, AND PALLET ASSEMBLIES FOR 120MM TANK TRAINING AMMUNITION. THIS WILL NOT BE AN EVALUATION FACTOR BUT WILL BE AWARDED 100% TO THE LOW OFFEROR FOR THIS PARTICULAR EFFORT.

MINIMUM QUANTITY OF PA116 CONTAINERS AVAILABLE FOR RETURN:

THE GOVERNMENT GUARANTEES THAT AT LEAST 150,000 EACH, PA116 CONTAINERS WILL BE AVAILABLE FOR RETURN ANNUALLY FOR CAN RETURN YEARS (CRYs) 2004; 2005; 2006; AND 2007. IT WILL BE NECESSARY FOR THE OFFEROR TO RECOVER PA116 CONTAINERS FROM GERMANY AND KUWAIT IN CRY 04 TO MEET THE MINIMUM OF 150,000 EACH. IN CRY 2005; CRY 2006; AND CRY 2007, THE CONUS RETURNS SHOULD BE SUFFICIENT TO MEET THE MINIMUM QUANTITY. THE OFFEROR MAY PICK UP ALL CONTAINERS THAT ARE AVAILABLE AT THE POSTS, CAMPS AND STATIONS, EVEN IF THAT QUANTITY EXCEEDS 150,000 EACH, PER YEAR. SHOULD THE TOTAL ANNUAL QUANTITY AVAILABLE FOR RETURN FOR CRYs 2004; 2005; 2006; AND 2007, FALL BELOW 150,000 EACH, FOR ANY OF THESE YEARS, AN EQUITABLE ADJUSTMENT WILL BE NEGOTIATED. A CAN RETURN YEAR IS DEFINED AS 1 JUL THROUGH 30 JUN. FOR EXAMPLE, CRY 2004 IS 1 JUL 04 THROUGH 30 JUN 05.

*** END OF NARRATIVE B 004 ***

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Name of Offeror or Contractor:

TECHNICAL DATA PACKAGE MAINTENANCE REQUIREMENT.

THE GOVERNMENT HAS A REQUIREMENT FOR THE PERFORMANCE OF THE EFFORT OF TECHNICAL DATA PACKAGE (TDP) MAINTENANCE AS DELINEATED IN THE STATEMENT OF WORK (SOW) FOR 120MM TANK TRAINING ROUNDS MULTIYEAR III TDP MAINTENANCE DATED NOVEMBER 17, 2003. THIS WILL NOT BE AN EVALUATION FACTOR BUT WILL BE AWARDED 100% TO THE LOW OFFEROR FOR THIS PARTICULAR EFFORT.

*** END OF NARRATIVE B 005 ***

CANCELLATION CEILINGS AND CANCELLATION/FUNDING DATES.

1. NOTICE OF CANCELLATION OR FUNDING FOR EACH YEAR'S PROGRAM REQUIREMENTS WILL BE PROVIDED BY THE CONTRACTING OFFICER AS SOON AS THE CANCELLATION OR FUNDING IS CONFIRMED. IN NO CASE WILL THAT NOTICE BE MADE, OR NOTICE OF REQUIRED EXTENSION TO THIS DATE BE MADE, LATER THAN 28 FEBRUARY OF THE CALENDAR YEAR WHICH IS THE SAME AS THE APPLICABLE PROGRAM YEAR. (FOR EXAMPLE, NOTICE THAT THE FY 05 REQUIREMENT IS FUNDED OR CANCELLED, OR NOTICE OF A REQUIRED EXTENSION, WILL BE MADE NO LATER THAN 28 FEBRUARY 2005).

2. CANCELLATION CEILING ARE ESTABLISHED AT THE NOT TO EXCEED AMOUNTS AS CONTAINED BELOW:

60% SHARE

<u>M831A1</u>	<u>M865</u>
FY 05 - \$1,099,882	FY 05 - \$5,549,064
FY 06 - \$ 476,049	FY 06 - \$3,693,084
FY 07 - \$ -	FY 07 - \$1,877,372

50% SHARE

<u>M831A1</u>	<u>M865</u>
FY 05 - \$ 916,568	FY 05 - \$4,624,220
FY 06 - \$ 396,707	FY 06 - \$3,077,570
FY 07 - -	FY 07 - \$1,564,477

40% SHARE

<u>M831A1</u>	<u>M865</u>
FY 05 - \$ 733,254	FY 05 - \$3,699,376
FY 06 - \$ 317,366	FY 06 - \$2,462,056
FY 07 - -	FY 07 - \$1,251,582

*** END OF NARRATIVE B 006 ***

DELIVERY REQUIREMENTS AND ALTERNATE SCHEDULES:

THE OFFERORS ARE TO PROPOSE A DELIVERY SCHEDULE FOR THE 60% AND 40% REQUIREMENTS OF EACH ROUND. FOR EACH FISCAL YEAR'S REQUIREMENTS, THE ENTIRE QUANTITY MUST BE DELIVERED BY THE REQUIRED DELIVERY DATE.

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THE FOLLOWING IS THE QUANTITY SPLIT FOR THE M831A1 TP-T, AND M865 TPCSDS-T, 120MM CARTRIDGES REQUIREMENTS FOR THIS SOLICITATION:

<u>FISCAL YEAR</u>	<u>60% SHARE</u>	<u>40% SHARE</u>	<u>REQUIRED DELIVERY</u>	<u>PROPOSED DELIVERY</u>
FY 04	<u>M831A1</u> ARMY - 30,780 EACH MARINE - <u>1,560 EACH</u> TOTAL: 32,340 EACH	<u>M831A1</u> ARMY - 20,520 EACH MARINE - <u>1,040 EACH</u> TOTAL: 21,560 EACH		
	<u>M865</u> ARMY - 75,000 EACH MARINE - <u>13,188 EACH</u> TOTAL: 88,188 EACH	<u>M865</u> ARMY - 50,000 EACH MARINE - <u>8,792 EACH</u> TOTAL: 58,792 EACH	31 OCTOBER 2005	
FY 05	<u>M831A1</u> ARMY - 28,620 EACH	<u>M831A1</u> ARMY - 19,080 EACH		
	<u>M865</u> ARMY - 75,000 EACH MARINE - <u>4,644 EACH</u> TOTAL: 79,644 EACH	<u>M865</u> ARMY - 50,000 EACH MARINE - <u>3,096 EACH</u> TOTAL: 53,096 EACH	31 AUGUST 2006	
FY 06	<u>M831A1</u> ARMY - 21,840 EACH	<u>M831A1</u> ARMY - 14,560 EACH		
	<u>M865</u> ARMY - 75,000 EACH MARINE - <u>2,916 EACH</u> TOTAL: 77,916 EACH	<u>M865</u> ARMY - 50,000 EACH MARINE - <u>1,944 EACH</u> TOTAL: 51,944 EACH	31 AUGUST 2007	
FY 07	<u>M865</u> ARMY - 75,000 EACH MARINE - <u>5,562 EACH</u> TOTAL: 80,562 EACH	<u>M865</u> ARMY - 50,000 EACH MARINE - <u>3,708 EACH</u> TOTAL: 53,708 EACH	31 AUGUST 2008	

THE PROPOSED DELIVERY SCHEDULES SHALL SPREAD THE ARMY QUANTITIES EVENLY THROUGH THE DELIVERY PERIOD IN ORDER TO KEEP A STEADY FLOW OF PRODUCT PER MONTH DELIVERED. MARINE CORPS QUANTITIES SHALL BE DELIVERED BY THE END OF JULY FOR EACH FISCAL YEAR'S REQUIREMENTS.

THE OFFERORS ARE TO PROVIDE THEIR PROPOSED SCHEDULES TO THE GOVERNMENT BY 60 DAYS AFTER THE AWARD FOR THAT YEARS QUANTITY. THE GOVERNMENT RESERVES THE RIGHT FOR APPROVAL OF THE SCHEDULES. THE CONTRACTING OFFICER WILL NOTIFY EACH OFFEROR IN WRITING OF APPROVAL OR DISAPPROVAL OF THE SCHEDULES. SHOULD NO SATISFACTORY SCHEUDLES BE SUBMITTED, THE GOVERNMENT RESERVES THE RIGHT TO DICTATE A DELIVERY SCHEDULE.

*** END OF NARRATIVE B 007 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4535 OSC	STATEMENT OF WORK - AMMUNITION DATA CARDS	AUG/2002
C-2	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package (TDP) DATED APRIL 11, 2003, with revisions in effect as of NOVEMBER 17, 2003, (except as follows):

THE FOLLOWING APPROVED ENGINEERING EXCEPTIONS APPLY FOR BOTH M831A1 AND M865 TDPs ABOVE:

R2T5305 - CHANGE TO UNITIZATION PROCEDURE
R3T2007 - STEEL PALLET ALTERNATE FOR M865/PA116 UNITIZATION
R3T5200 - MATERIAL CHANGE FOR M831A1 MOLDED PROJECTILE SUPPORT - PENDING CCB TBD
R3T5300 - ADD EXCEPTIONS FOR MIL-P-60169 (PAPER LINER)
R3T5301 - PA116 INTERNAL FOAM CUSHIONING SPECIFICATION MATERIAL CHANGE
R3T5309 - QAP UPDATE FOR M831A1 PROJECTILE & ASSOCIATED DRAWINGS
R3T5310 - QAP UPDATE FOR M865A1 PROJECTILE & ASSOCIATED DRAWINGS
R3T5311 - QAP 12525143 UPDATE FOR ELECTRIC PRIMER & ASSOCIATED DRAWINGS
R3T5324 - CASE BASE & SEAL ASSEMBLY QAP 12524833 & ASSOCIATED DRAWINGS
R3T5325 - M14 PROPELLANT QAP 12956320 & ASSOCIATED DRAWINGS - PENDING CCB TBD
R3T5326 - DETAIL SPECIFICATION DTL 14000022
R3T5327 - ACCEPTANCE CRITERIA FOR M865 CORE
R3T5328 - QAP 12944387 CLEAN UP CHANGES
R3T5330 - AN ALTERNATE TO INK SPECIFICATION A-A-208
R3T5332 - M831A1, CUP, TRACER ASSEMBLY, DRAWING CALLOUT CORRECTION
R3T5338 - COAI FOR METAL PALLET CONFIGURATION - PENDING CCB TBD

(CS6100)

C-3	52.247-4503 OSC	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAY/1993
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Supplies procured under this contract are identified as M831A1 AND M865 CARTRIDGES, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(CS6101)

THE FOLLOWING STATEMENT OF WORKS ARE FURNISHED AS ATTACHMENTS TO THIS SOLICITATION:

STATEMENT OF WORK - 120MM TANK TRAINING AMMUNITION - ATTACHMENT 003

STATEMENT OF WORK - CAN CONTAINER - ATTACHMENT 004

STATEMENT OF WORK - TDP MAINTENANCE - ATTACHMENT 005

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C-4	52.247-4504 OSC	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR SHIPMENTS	MAY/1993
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(End of statement of work)

(CS7115)

C-5	52.248-4502 OSC	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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(End of Clause)

(CS7600)

ALTERNATE/VARIABLE INSPECTION

THE GOVERNMENT OFFERED THE OFFERORS THE OPPORTUNITY TO PRESENT ALTERNATE AND/OR VARIABLE INSPECTION AND TESTING PLANS WHICH WERE DIFFERENT THAN WHAT IS SPECIFIED IN THE TECHNICAL DATA PACKAGE AND OTHER TERMS AND CONDITIONS. THE OFFERORS HAVE SUBMITTED THE PLANS AND THE GOVERNMENT IS IN THE PROCESS OF REVIEWING THEM. THE GOVERNMENT WILL PROVIDE FINAL NOTIFICATION TO THE OFFERORS AS TO WHETHER THE PLANS ARE ACCEPTABLE IN WHOLE OR IN PART. ACCEPTANCE OF A VARIABLE INSPECTION PLAN ASSUMES CONTINUED USE OF CURRENT SOURCES. ANY CHANGES IN SOURCE WILL REQUIRE REVERSION TO THE FULL TECHNICAL DATA PACKAGE REQUIREMENT FOR THE AFFECTED ITEM. THE GOVERNMENT RETAINS THE SOLE RIGHT TO APPROVE OR DISAPPROVE THE PLANS. ANY APPROVED PLAN WILL BE INCORPORATED INTO THE SOLICITATION BY REFERENCE SO AS TO PROTECT POSSIBLE PROPRIETARY DATA. THE GOVERNMENT RESERVES THE RIGHT TO HAVE THE OFFEROR REVERT BACK TO INSPECTION/TESTING AS DELINEATED IN THE TECHNICAL DATA PACKAGE ANYTIME PERFORMANCE STANDARDS APPROVED BY THE GOVERNMENT ARE NOT MET.

*** END OF NARRATIVE C 001 ***

1. COMPONENT PARTS FROM M865 CARTRIDGE LOTS TO BE PROVIDED AS GOVERNMENT FURNISHED MATERIAL (GFM) FOR REUTILIZATION THROUGHOUT THE CONTRACT, UNLESS OTHERWISE STATED:

<u>ALLIANT TECHSYSTEMS</u>	<u>GENERAL DYNAMICS</u>
ORI99M121-001 - 25,692 EACH	ORI99L702-001 - 11,766 EACH
ORI00B121-001 - <u>10,849 EACH</u> 36,541 EACH	ORI00C702-002 - <u>24,775 EACH</u> 36,541 EACH

DISASSEMBLY OF THESE CARTRIDGES INCLUDES THE PROVISION THAT DAMAGED/UNUSEABLE HARDWARE IS REMOVED AND USEABLE COMPONENTS ARE PACKAGED TO PROTECT THE ITEM FROM MOISTURE AND CORROSION AND PHYSICAL DAMAGE DURING STORAGE, AND/OR INTRAPLANT SHIPMENT. SOME FALLOUT OF COMPONENTS IS EXPECTED DURING THE DISASSEMBLY EFFORT. WEEKLY STATUS REPORTS ON THE CARTRIDGE DISASSEMBLY EFFORT WILL BE PROVIDED TO BOTH CONTRACTORS SO FALLOUT CAN BE PREDICTED. EACH OFFEROR WILL RECEIVE FROM THEIR LOTS, THE SAME NUMBER/QUANTITY OF COMPONENT PARTS AS GFM.

THE WARRANTY OF SUPPLIES OF A NON-COMPLEX NATURE (FAR 52.246-17) DOES NOT APPLY TO LEGACY COMPONENTS.

THE COMPONENT PARTS TO BE REUTILIZED ARE:

CASE BASE AND SEAL ASSEMBLY - PN: 12524833
PRIMER - PN: 12525143
PROJECTILE - PN: 12525001, MINUS ADAPTER 12525643
M14 PROPELLANT - PN: 12956320-1

THE CASE BASE AND SEAL ASSEMBLY AND PRIMER ARE TO BE USED AS PROVIDED.

EACH M14 PROPELLANT LOT WILL REQUIRE DRYING AND REBLENDING TO ASSURE HOMOGENITY AND COMPLIANCE WITH THE REQUIREMENTS OF QAP 12956320 PRIOR TO USE.

THE PROJECTILE REQUIRES REWORK TO REMOVE THE ORIGINAL INSERT COVER AND REPLACE IT WITH THE CURRENT REVISION INSERT COVER (PN: 12956322). REWORK PROCEDURES SHALL BE SUBMITTED TO THE GOVERNMENT FOR APPROVAL, IAW PARAGRAPH 3.2.9, OF THE ATTACHED SOW. A QUANTITY OF 200 EACH, CARTRIDGES IS BEING PROVIDED TO EACH OFFEROR FOR USE IN DEVELOPING A PROJECTILE REWORK PROCEDURE. THE OFFEROR SHALL BE RESPONSIBLE FOR DEMILLING THESE CARTRIDGES/COMPONENT PARTS FROM THESE CARTRIDGES.

EVERY EFFORT SHOULD BE MADE BY THE OFFERORS TO MEET THE CARTRIDGE LOTTING REQUIREMENTS OF DTL 14000022A. EXCEPTIONS CAN BE MADE, AND WILL BE EVALUATED ON A CASE BY CASE BASIS.

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NOTE: FURTHER DETAILS, CONSIDERATIONS AND ASSUMPTIONS ARE PROVIDED BELOW BY COMPONENT:

CASE BASE AND SEAL ASSEMBLY: PACKAGING WILL PROVIDE ADEQUATE PROTECTION FROM MOISTURE AND CORROSION FOR TWO (2) YEARS. STORAGE OF THIS COMPONENT/ASSEMBLY IS RECOMMENDED FOR A PERIOD OF UP TO TWO (2) YEARS.

PRIMER: THE OFFEROR IS REQUIRED TO N-RAY ALL DZI MANUFACTURED PRIMERS FOR TWISTED, AND/OR BUNCHED PAPER. ANY PRIMER WITH N-RAY RESULTS WHICH INDICATED TWISTED, AND/OR BUNCHED PAPER, WILL BE CONDITIONED TO -32 C FOR A MINIMUM OF 6 HOURS AND FIRED. THE OFFEROR WILL PROVIDE A REPORT OF THE NUMBER OF PRIMERS N-RAYED, NUMBER OF PRIMERS FIRED, AND RESULTS OF FIRING, WITHIN 30 DAYS FROM COMPLETION OF EFFORT. PRIMERS WITH ANY OTHER NONCONFORMANCES DETECTED DURING N-RAY EVALUATION, I.E., LOOSE CLOSING PLUGS, WILL BE REMOVED FROM THE LOT AND REFERRED TO THE GOVERNMENT FOR DISPOSITION. SAMPLING OF THIS POPULATION OF PRIMERS, I.E., PRIMERS MANUFACTURED AT DZI PRIOR TO AUTOMATION OF THE HEAD TO BODY ASSEMBLY OPERATION, HAS RESULTED IN THE FOLLOWING:

1,300 PRIMERS N-RAYED
105 PRIMERS WITH INDICATION OF PAPER DISTRUBANCE ON N-RAY (8%)
1 PRIMER WITH TWISTED PAPER AFTER DISASSEMBLY
24 PRIMERS FIRED.

MORE EXTENSIVE SAMPLING HAS BEEN CONDUCTED ON THE POPULATION OF PRIMERS MANUFACTURED "POST AUTOMATION". THAT SAMPLING HAS SHOWN:

27,787 PRIMERS N-RAYED
931 PRIMERS WITH INDICATION OF PAPER DISTRUBANCE ON N-RAY (3.3%)
180 PRIMERS WITH TWISTED PAPER BASED ON N-RAY REVIEW
931 PRIMERS FIRED.

PACKAGING WILL PROVIDE ADEQUATE PROTECTION FROM MOISTURE AND CORROSION FOR FIVE (5) YEARS. STORAGE IS RECOMMENDED FOR A PERIOD OF UP TO FIVE (5) YEARS. PRIMERS PROVIDED AS GFM WILL HAVE BEEN PREVIOUSLY INSPECTED FOR PRESENCE OF LOCTITE AT THE HEAD TO BODY INTERFACE. THE PRIMERS WILL HAVE A CIRCLE "X" ON THE AFT FACE TO INDICATE THE INSPECTION WAS ACCOMPLISHED.

PROJECTILE: PACKAGING WILL PROVIDE ADEQUATE PROTECTION FROM MOISTURE AND CORROSION FOR A PERIOD OF UP TO TWO (2) YEARS. STORAGE OF THIS ASSEMBLY IS ONLY RECOMMENDED FOR TWO (2) YEARS. THE ACCEPTABLE STANDING DEVIATION FOR COLD TID, I.E., AUTOMATIC TEST OF 20 CARTRIDGES AT -17C IF THE LOT FAILS AT -32C, WILL APPLY FOR PRODUCTION/ACCEPTANCE OF THE FY 04 PROGRAM.

NOTE: THESE ASSEMBLIES ARE REQUIRED TO BE USED COMPLETELY ON THE FY04 PROGRAM.

M14 PROPELLANT: AMERICAN ORDNANCE LLC CANNOT MEET THE REQUIRED PROPELLANT ATMOSPHERIC EXPOSURE TIME BETWEEN DISASSEMBLY AND REPACK INTO PROPELLANT DRUMS. THE PROPELLANT IS REQUIRED TO BE DRIED, REBLENDED AND PACKAGED TO MEET THE REQUIREMENTS OF QAP 12956320. PACKAGING WILL PROVIDE ADEQUATE PROTECTION FROM MOISTURE AND CONTAMINATION FOR FIVE (5) YEARS. STORAGE OF THIS COMPONENT IS RECOMMENDED FOR A PERIOD OF UP TO FIVE (5) YEARS.

THE DISASSEMBLY OF THE CARTRIDGE LOTS TO OBTAIN THE LEGACY COMPONENTS LISTED ABOVE, WHICH IS BEING ACCOMPLISHED UNDER A SEPARATE CONTRACT AND IS NOT PART OF THIS SOLICITATION, WAS INITIATED IN OCTOBER 2003, AND IS EXPECTED TO BE COMPLETED BY JANUARY 2004. THE STORAGE PERIOD FOR THE COMPONENT WILL START ON THE FIRST DAY DISASSEMBLY OF THE CARTRIDGE LOT CONTAINING THAT COMPONENT IS INITIATED AND WILL END ON THE LAST DAY OF LAP OF THAT COMPONENT INTO A NEW CARTRIDGE LOT. WEEKLY REPORTS ON THE STATUS OF DISASSEMBLY WILL BE PROVIDED TO EACH OFFEROR.

*** END OF NARRATIVE C 002 ***

STANDING ACCEPTABLE DEVIATION FOR COLD TEMPERATURE TARGET IMPACT DISPERSION (TID), 120MM, M865 TPCSDS-T, CARTRIDGES.

THE GOVERNMENT, FOR THE FY 04 REQUIREMENTS ONLY, WILL CONTINUE THE USE OF THE STANDING ACCEPTABLE DEVIATION FOR COLD TID FOR THE M865 AS AGREED TO BY THE PARTIES IN THE PREVIOUS CONTRACTS.

*** END OF NARRATIVE C 003 ***

ADHESIVE JOINT STRENGTH(ADBAT):

SELECTION OF THE SAMPLE FOR ADHESIVE JOINT STRENGTH TESTING (ADBAT) SHALL BE MADE AFTER ALL CARTRIDGES REPRESENTED BY THE SAMPLE HAVE BEEN PROCESSED THROUGH ADHESIVE BONDING. THE SAMPLE CARTRIDGES SHALL BE SELECTED AT RANDOM FROM THE SPECIFIED PRODUCTION. FREQUENCY OF THE TEST SHALL BE AT A MINIMUM OF TWO (2) OF EVERY 100 CARTRIDGES BONDED. THIS SAMPLING RATE SHALL BE MAINTAINED FOR A MINIMUM OF 400 CONSECUTIVE CARTRIDGES BONDED, i.e., EIGHT (8) CONSECUTIVE ADBAT TESTS. THE FREQUENCY OF ADBAT SAMPLING SHALL NOT BE REDUCED UNTIL

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EIGHT (8) CONSECUTIVE TEST VALUES ARE 3,000 POUNDS, OR GREATER. WHEN THIS RESULT IS ACHIEVED THE FREQUENCY MAY THEN BE DECREASED TO ONE (1) TEST FOR EVERY 1,000 CARTRIDGES, OR AT LEAST ONE (1) PER SHIFT, WHICHEVER IS MORE FREQUENT.

ANY ADBAT VALUE BETWEEN 2,000 AND 3,000 POUNDS SHALL REQUIRE ONE (1) EACH, CARTRIDGE TO BE SELECTED FOR ADDITIONAL ADBAT TESTING FROM WITHIN TEN (10) CARTRIDGES BOTH IMMEDIATELY BEFORE AND IMMEDIATELY AFTER THE CARTRIDGE FALLING BELOW 3,000 POUNDS (TOTAL OF TWO (2) ADDITIONAL SAMPLES). AT LEAST ONE (1) OF THESE ADDITIONAL TEST CARTRIDGES SHALL HAVE BEEN BONDED BY THE BONDER OF THE CARTRIDGE FALLING BELOW 3,000 POUNDS. IF THE ADBAT VALUE FOR EITHER OF THESE TWO (2) SAMPLES FALLS BELOW 3,000 POUNDS, THE CONTRACTOR SHALL TAKE APPROPRIATE CORRECTIVE ACTION FOR THE BOND STRENGTH, AND ADBAT SAMPLE IN SHALL INCREASE TO A FREQUENCY OF TWO (2) OF EVERY 100 CARTRIDGES BONDED. THIS SAMPLING RATE SHALL BE MAINTAINED FOR A MINIMUM OF 400 CONSECUTIVE CARTRIDGES BONDED, i.e., EIGHT (8) CONSECUTIVE ADBAT TESTS. THE FREQUENCY OF ADBAT SAMPLING SHALL NOT BE REDUCED UNTIL EIGHT (8) CONSECUTIVE TEST VALUES ARE 3,000 POUNDS OR GREATER. WHEN THIS RESULT IS ACHIEVED THE SAMPLING RATE MAY BE REDUCED TO ONE (1) OF TEST FOR EVERY 1,000 CARTRIDGES BONDED, OR AT LEAST ONE (1) PER SHIFT, WHICHEVER IS MORE FREQUENT, SELECTED RANDOMLY FROM THE PRODUCTION.

ANY ADBAT VALUE FALLING BELOW 2,000 POUNDS, SHALL RESULT IN REJECTION OF THAT QUANTITY OF CARTRIDGES REPRESENTED BY THE SAMPLE AND THE CONTRACTOR SHALL TAKE APPROPRIATE CORRECTIVE ACTION FOR THE BOND STRENGTH. ADBAT SAMPLING SHALL INCREASE TO A FREQUENCY OF TWO (2) PER 100 CARTRIDGES BONDED. THIS SAMPLING RATE SHALL BE MAINTAINED FOR A MINIMUM OF 400 CONSECUTIVE CARTRIDGES BONDED, i.e., EIGHT (8) CONSECUTIVE ADBAT TESTS. THE FREQUENCY OF ADBAT SAMPLING SHALL NOT BE REDUCED UNTIL EIGHT (8) CONSECUTIVE TEST VALUES ARE 3,000 POUNDS, OR GREATER. WHEN THIS RESULT IS ACHIEVED THE SAMPLING RATE MAY BE REDUCED TO ONE (1) TEST FOR EVERY 1,000 CARTRIDGES BONDED, OR AT LEAST ONE (1) PER SHIFT, WHICHEVER IS MORE FREQUENT, SELECTED RANDOMLY FROM THE PRODUCTION.

IF THE BONDING OPERATION HAS CEASED FOR MORE THAN SEVEN (7) CALENDAR DAYS BEFORE THE START OF BONDING FOR A NEW CARTRIDGE LOT, OR IF THERE ARE ANY BONDING PROBLEMS RESULTING IN STOPPAGE OF THE BONDING OPERATION FOR MORE THAN ONE (1) WORK SHIFT, ADBAT SAMPLING SHALL INCREASE TO A FREQUENCY OF TWO (2) PER 100 CARTRIDGES BONDED WHEN THE BONDING OPERATION RESUMES. THIS SAMPLING RATE SHALL BE MAINTAINED FOR A MINIMUM OF 400 CONSECUTIVE CARTRIDGES BONDED, i.e., EIGHT (8) CONSECUTIVE ADBAT TESTS. THE FREQUENCY OF ADBAT SAMPLING SHALL NOT BE REDUCED UNTIL EIGHT (8) CONSECUTIVE TEST VALUES ARE 3,000 POUNDS OR GREATER. WHEN THIS RESULT IS ACHIEVED THE SAMPLING RATE MAY BE REDUCED TO ONE (1) IN 1,000 CARTRIDGES BONDED, OR AT LEAST ONE (1) PER SHIFT, WHICHEVER IS MORE FREQUENT, SELECTED RANDOMLY FROM THE PRODUCTION.

*** END OF NARRATIVE C 004 ***

EXTENDED CORROSION RESISTANCE TESTING

CONTRACTORS SHALL CONDUCT, FOR INFORMATION ONLY, EXTENDED CORROSION RESISTANCE TESTING ON THE M865 PROJECTILE CORE. CORROSION RESISTANCE TESTING ON THE M865 PROJECTILE CORE IS REQUIRED FOR 24 HOURS, IN ACCORDANCE WITH QAP 12525001, PARAGRAPHS 303 AND 501. UPON COMPLETION OF THE REQUIRED 24 HOUR TESTING AND AFTER THE SAMPLE(S) HAS BEEN CLEANED AND INSPECTED, THIS SAME SAMPLE(S) SHALL BE SUBJECTED TO AN ADDITIONAL 24 HOURS OF TESTING (48 HOURS OF TOTAL TEST), AND INSPECTED, SUBJECTED TO ANOTHER 24 HOURS OF TESTING (72 HOURS OF TOTAL TEST), AND INSPECTED, AND SUBJECTED TO A FINAL 24 HOURS OF ADDITIONAL TESTING (96 HOURS OF TOTAL TEST); CLEANED AND INSPECTED. THE ADDITIONAL CORROSION RESISTANCE TESTING SHALL BE CONDUCTED IN ACCORDANCE WITH ASTM B117.

RESULTS OF ALL TESTING, i.e., 24 HR; 48 HR; 72 HR; AND 96 HRS; SHALL BE PROVIDED, ON A LOT BY LOT BASIS, TO THE PCO. THE TEST RESULTS WILL INCLUDE PHOTOGRAPHS OF ANY INDICATIONS, OTHER THAN WHITE CORROSION, THAT ARE OBSERVED DURING THE INSPECTIONS. THE GOVERNMENT WILL REVIEW THE RESULTS OVER A PERIOD OF TIME WITH AN EVENTUAL GOAL OF INCORPORATING 96 HOURS AS THE QAP REQUIREMENT.

CONTRACTORS SHALL CONDUCT, FOR INFORMATION ONLY, EXTENDED CORROSION RESISTANCE TESTING ON THE CASE BASE AND SEAL ASSEMBLY. CORROSION RESISTANCE TESTING ON THE CASE BASE AND SEAL ASSEMBLY IS REQUIRED FOR 24 HOURS, IN ACCORDANCE WITH QAP 12524833, PARAGRAPHS 305 AND 512. UPON COMPLETION OF THE REQUIRED 24 HOUR TESTING AND AFTER THE SAMPLES HAVE BEEN CLEANED AND INSPECTED, THESE SAME SAMPLES SHALL BE SUBJECTED TO AN ADDITIONAL 24 HOURS OF TESTING (48 HOURS OF TOTAL TEST), AND INSPECTED, SUBJECTED TO ANOTHER 24 HOURS OF TESTING (72 HOURS OF TOTAL TEST), AND INSPECTED, AND SUBJECTED TO A FINAL 24 HOURS OF ADDITIONAL TESTING (96 HOURS TO TOTAL TEST), CLEANED AND INSPECTED. THE ADDITIONAL CORROSION RESISTANCE TESTING SHALL BE CONDUCTED IN ACCORDANCE WITH ASTM B117.

RESULTS OF ALL TESTING, i.e., 24 HR; 48 HR; 72 HR AND 96 HRS; SHALL BE PROVIDED, ON A LOT BY LOT BASIS, TO THE PCO. THE TEST RESULTS WILL INCLUDE PHOTOGRAPHS OF ANY INDICATIONS, OTHER THAN WHITE CORROSION, THAT ARE OBSERVED DURING THE INSPECTIONS. THE GOVERNMENT WILL REVIEW THE RESULTS OVER A PERIOD OF TIME WITH AN EVENTUAL GOAL OF INCORPORATING 96 HOURS AS THE QAP REQUIREMENT.

*** END OF NARRATIVE C 005 ***

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

PACKAGING FOR M831A1'S shall be in accordance with COAI 12953554, Revision A, dated 22 JAN 1999.

PACKAGING SHALL BE IN ACCORDANCE WITH COAI 12953554, REV A, DATED 22 JAN 1999. BAR CODE MARKING IS NOT REQUIRED FOR TRAINING AMMUNITION CONTAINER MARKING.

PACKAGING FOR M865's ON THE WOOD PALLET SHALL BE IN ACCORDANCE WITH COAI 112900347, REVISION C, DATED 22 JAN 1999.

PACKAGING SHALL BE IN ACCORDANCE WITH COAI 12900347, REVISION C, DATED 22 JAN 1999. BAR CODE MARKING IS NOT REQUIRED FOR TRAINING AMMUNITION CONTAINER MARKINGS.

PACKAGING FOR M865's ON THE OLD STYLE METAL PALLET SHALL BE IN ACCORDANCE WITH COAI 13004563, REVISION-, DATED 15 APRIL 2003.

PACKAGING SHALL BE IN ACCORDANCE WITH COAI 13004563, REVISION-, DATED 15 APRIL 2003. BAR CODE MARKING IS NOT REQUIRED FOR TRAINING AMMUNITION CONTAINER MARKINGS.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container

(End of clause)

(DS6303)

D-2	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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PALLETIZATION FOR NSNs 1315-01-369-6612-C784 AND 1315-01-288-5545-C785 SHALL BE IN ACCORDANCE WITH 19-48-4079, REV 2, DATED FEB 2000, AND 19-48-4079/7B, REV 4, DATED OCT 98.

PALLETIZATION FOR NSN 1315-01-508-1349-C785 FOR U.S. ARMY USE ONLY, SHALL BE IN ACCORDANCE WITH 19-48-4079, REV 2 DATED FEB 2000, AND 19-48-4079/7A, REV 3, DATED JAN 89.

ECP R2T5303 APPLIES TO 19-48-4079/7B.
ECP R2T5302 AND R2T5310 APPLY TO 19-48-4079.
ECP R3T2007 APPLIES TO NSN: 1315-01-508-1349-C785 AND 19-48-4079/7A.

MARKING SHALL BE INACCORDANCE WITH DRAWING ACV00561, REV B, DATED 1 APRIL 2002. ECP R3K3017 AND R3K3024 APPLY TO ACV00561.

ECP R3K3016 AND R3K3021 APPLIES TO DRAWING 12999545 FOR BAR CODE MARKING OF THE PALLETIZED LOAD.

HEAT TREAT REQUIREMENT FOR ALL NEW NON-MANUFACTURED WOOD USED IN THE PALLETIZED LOAD APPLIES TO THIS CONTRACT. SEE ECP R2T5302 AND R2T5303.

(End of clause)

(DS6204)

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Name of Offeror or Contractor:		

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT

THE GOVERNMENT WILL FURNISH THE FOLLOWING TEST EQUIPMENT TO SUPPORT RELIABILITY AND/OR ACCEPTANCE TESTS. THE CONTRACTOR WILL SUBMIT A WRITTEN REQUEST FOR THIS PROPERTY TO THE CONTRACTING OFFICER NO LATER THAN THIRTY (30) DAYS PRIOR TO THE DESIRED DELIVERY DATE.

<u>ITEM</u>	<u>FY 04</u>	<u>FY 05</u>	<u>FY 06</u>	<u>FY 07</u>	<u>TOTAL</u>
GUN TUBES	1 EA		1 EA		2 EA
BREECHES	1 EA				1 EA
BORE EVACUATOR	1 EA				1 EA
THERMAL SHROUD (SET)	1 EA				1 EA
TOURMALINE GAGES	5 EA	5 EA	4 EA	3 EA	17 EA
M831A1 CAL/CONTROL RDS	TBD				
M865 CAL/CONTROL RDS	TBD				

*** END OF NARRATIVE E 001 ***

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-7	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-8	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

1 PERCENT DECREASE

This decrease shall apply to THE TOTAL CONTRACT QUANTITY.

(End of clause)

(FF7021)

F-9	47.305-15(B)	SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)	FEB/1996
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(End of Clause)

(FF7007)

F-10	47.305-15(B)	SPECIAL TRANSPORT/LOADING REQUIREMENTS (NON-HAZARDOUS) - ALTERNATE 1	JUL/1995
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(a) In addition to the requirements set forth under General Provision, "Loading, Blocking and Bracing of Freight car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, as applicable. The Uniform Freight Classification may be procured from the regulatory classification agent covering

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territory from which shipment will be made or the Association of American Railroads, 1920 L Street, Washington, D.C. 20036. General information applicable to rail loading, blocking and bracing of the item may be secured from the Contracting Officer or the Defense Contract Management Command (DCMC).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P Str., Washington, D.C. 20036. General information applicable to motor loading, blocking and bracing of this item may be secured from the Contracting Officer or the DCMC.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with AAR Circular No. 43: copies may be obtained from addresses given in para (a) above. "General information applicable to blocking and bracing for TOFC shipments may be obtained from the Contracting Officer or the DCMC.

(d) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of Clause)

(FF7052)

F-11	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	OSC		

(End of Clause)

(FS7240)

F-12	52.247-4533	ACCELERATED DELIVERIES, CONTRACTOR INITIATED	MAR/1988
	OSC		

(End of Clause)

(FS7405)

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	246.671 DFARS	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander
U.S. Army Joint Munitions Command
ATTN: AMSFS-CCA-F/ROSALIE LASHBROOK
Rock Island, IL 61299-6000

2. Production Management

Commander
U.S. Army Joint Munitions Command
ATTN: SFSJM-CDL-T/SANDY BOEHM
Rock Island, IL 61299-6000

3. Send ONE (1)COPY ON MARINE REQUIREMENTS to:

HQ, JMC
MARINE CORPS LIAISON OFFICER
ATTN: MCLNO-LMA
ROCK ISLAND, IL 61299-7080

COMMANDING GENERAL
MARCORSYSCOM
ATTN: 204 PM-AMMO
2200 LESTER STREET
QUANTICO, VA 22134

(End of clause)

(HA6025)

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H-3	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991
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****(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")	ACT
_____	_____
_____	_____***
(End of Clause)	

(HA7704)

H-4	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
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(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
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TOTAL

(End of Clause)

(HA7502)

H-5	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
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(End of clause)

(HA7503)

H-6	5101.602-2 AFARS	AVAILABILITY OF FUNDS	OCT/2001
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Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(End of Clause)

(HD7006)

PROPOSED PERFORMANCE BASED PAYMENT TERMS/MILESTONES

THE FOLLOWING PERFORMANCE BASED PAYMENT (PBP) MATRIX AND CALCULATION FORMULA(S) WOULD APPLY FOR ANY POSSIBLE IMPLEMENTATION OF PBPs, UNDER THIS CONTRACT. THE OFFEROR MAY ELECT, AT NO PENALTY, TO REQUEST THE IMPLEMENTATION OF PROGRESS PAYMENTS INSTEAD OF PBPs. THE OFFEROR MUST INDICATE WITH THEIR OFFER WHETHER THEY INTEND TO REQUEST PBPs OR PROGRESS PAYMENTS. REGULATIONS DO NOT PERMIT THE USE OF BOTH FINANCING METHODS ON THE SAME CONTRACT. USE OF PBPs OR PROGRESS PAYMENTS WILL NOT BE TREATED AS AN EVALUATION FACTOR.

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FOR ALL PBPs, ALL MILESTONE ACCEPTANCE CRITERIA WOULD CONSIST OF EITHER A CERTIFICATE OF CONFORMANCE WITH ALL DOCUMENTATION TO SUPPORT IT, OR ANY OTHER DOCUMENTATION WHICH MEETS THE APPROVAL OF THE ADMINISTRATIVE CONTRACTING OFFICER (ACO).

ONCE AWARD IS MADE, THE CONTRACTING OFFICER WILL NOT ENTERTAIN FURTHER NEGOTIATIONS ON THE PBPs (EXCEPT AS NOTED BELOW FOR THE LEGACY COMPONENT IMPACT) AS THEY ARE A TERM AND CONDITION OF THE CONTRACT.

MUTLIPLE MILESTONE EVENTS CAN BE ACCOMPLISHED IN ANY GIVEN MONTH; HOWEVER, ONLY ONE BILLING A MONTH CAN BE MADE.

MILESTONE VALUE MATRIX:

THE PERCENTAGES FOR EACH OF THE FOLLOWING CATEGORIES ADD UP TO 100% OF THE TOTAL PBPs AVAILABLE, WHICH IN TURN CAN BE NO MORE THAN 90% OF THE TOTAL CONTRACT VALUE FOR ANY GOVERNMENT FISCAL YEAR AWARD.

PROPELLANT	20.4%
LONG LEAD MATERIAL FOR PROJECTILE METAL PARTS	6.7%
LONG LEAD MATERAIL FOR CASE BASE & SEAL ASSEMBLY	6.7%
MACHINING FOR PROJECTILE METAL PARTS	9.5%
MACHINING FOR CASE BASE & SEAL ASSEMBLY	7.9%
LOAD, ASSEMBLE AND PACK (LAP)	10.8%
PRIMERS	10.0%
TRACERS	2.0%
COMBUSTIBLE CARTRIDGE CASE SETS	9.2%
PROJECTILE METAL PARTS (FINISHED ITEMS)	8.4%
CASE BASE & SEAL ASSEMBLY (FINISHED ITEMS)	4.4%
IN-PROCESS TESTS	<u>4.0%</u>
	100.0%

MILESTONE FORMULA (WITHOUT MODIFICATION FOR USE OF LEGACY COMPONENTS)

TOTAL VALUE PERCENTAGE (PER THE MILESTONE VALUE MATRIX ABOVE) FOR EACH MILESTONE CATEGORY TIMES TOTAL VALUE OF PBPs = TOTAL VALUE PER MILESTONE CATEGORY.

FOR EXAMPLE: LET US ASSUME THE CONTRACTOR FOR FY 05 IS AWARDED A QUANTITY OF 95,000 EACH, CARTRIDGES FOR A TOTAL PRICE OF \$57,000,000.00. THE TOTAL PBPs AVAILABLE IS \$51,300,000.00 (90% OF \$57,000,000.00). THE TOTAL VALUE FOR MILESTONE CATEGORY FOR LONG LEAD MATERIAL FOR PROJECTILE METAL PARTS WOULD BE \$3,437,100.00 (\$51,300,000.00 X 6.7%).

MILESTONE VALUE FOR A PARTICULAR MILESTONE = THE TOTAL VALUE FOR MILESTONE CATEGORY X (LOT QUANTITY/TOTAL CONTRACT QUANTITY FOR THAT YEAR).

FOR EXAMPLE: IF THE CONTRACTOR SUBMITS THE MILESTONE FOR LONG LEAD MATERIAL FOR 17,800 EACH, PROJECTILE METAL PARTS, THE FOLLOWING CALCULATION WOULD RESULT:

\$3,437,100.00 (TOTAL VALUE PER MILESTONE CATEGORY FOR LONG LEAD MATERIAL FOR PROJECTILE METAL PARTS) X 17,800 EACH/95,000 EACH, (LOT QUANTITY/TOTAL CONTRACT QUANTITY FOR THAT YEAR) --> \$3,437,100.00 X .1874(17,800 EACH/95,000 EACH) = \$644,113.00 \$644,113.00 IS THE MILESTONE VALUE FOR A PARTICULAR MILESTONE.

MILESTONE FORMULA (MODIFIED FOR USE OF LEGACY COMPONENTS)

WHEN A PBP MILESTONE IS CLAIMED WHERE LEGACY COMPONETS ARE UTILIZED, THE PBP VALUE IS ADJUSTED DOWNWARD TO ACCOUNT FOR ONLY THE ONGOING SUPPORT AND INCREMENTAL COSTS THE CONTRACTOR WILL CONTINUE TO INCUR. EVEN WITH THE USE OF LEGACY COMPONENTS THOSE COSTS WILL BE INCURRED. THE FORMULA FOR THIS IS AS FOLLOWS:

MILESTONE VALUE FOR A PARTICULAR MILESTONE (WITHOUT LEGACY ADJUSTMENT) X (ADJUSTMENT FACTOR - 1) = ADJUSTMENT FOR LEGACY COMPONENTS (I.E., THE ADJUSTMENT TO MILESTONE VALUE).

FOR EXAMPLE: IF THE ADJUSTMENT FACTOR IS 35%, USING THE EXAMPLE ABOVE FOR THE MILESTONE FOR THE LONG LEAD TIME MATERIAL FOR 17,800 EACH, PROJECTILE METAL PARTS, THE FOLLOWING CALCULATION WOULD RESULT:

\$644,113.00 X (-0.65) = (\$418,673.45). THE \$418,673.45 IS THE ADJUSTMENT FOR LEGACY COMPONENTS. SO THE \$644,113.00 WOULD BE REDUCED TO \$225,439.55.

THE DIFFERENCE IS BETWEEN THE \$644,113.00 AND THE \$225,439.55 (WHICH IS \$418,673.45) IS RECOVERED BY THE CONTRACTOR BY THE USE OF AN

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AMORTIZATION PROCESS (AMORTIZATION OF THE DIFFERENCE). THE FOLLOWING FORMULA WOULD APPLY:

LOT QUANTITY/TOTAL REMAINING CONTRACT QUANTITY FOR THAT YEAR X ADJUSTMENT FOR LEGACY COMPONENTS = AMORTIZATION AMOUNT.

THE AMORTIZATION AMOUNT IS ADDED TO PBP MILESTONES WHERE THE LEGACY COMPONENTS ARE NOT USED.

FOR EXAMPLE: IF THE NEXT LONG LEAD MATERIAL FOR PROJECTILE METAL PARTS DOES NOT FACTOR IN LEGACY COMPONENTS, THE FOLLOWING CALCULATION WOULD RESULT, ASSUME AGAIN THE LOT QUANTITY IS 17,800 EACH.

\$3,437,100.00 X .1874 (17,800 EACH/95,000 EACH) = \$644,113.00 MILESTONE VALUE FOR A PARTICULAR MILESTONE.

AMORTIZATION AMOUNT (17,800 EACH/77,200 X \$418,673.45) --> (.23 X \$418,673.45) = \$96,294.90

SO THAT MILESTONE VALUE WOULD BE \$644,113.00 + \$96,294.90 = \$740,407.90

THE ADJUSTMENT FACTOR IS TO BE PROVIDED TO THE GOVERNMENT FOR ANY FISCAL YEAR AWARD WHERE THE LEGACY COMPONENTS WILL BE USED. THE GOVERNMENT RESERVES THE RIGHT TO APPROVE THE ADJUSTMENT FACTOR, AND ALSO RESERVES THE RIGHT TO REQUEST ALL DATA REQUIRED TO MAKE THAT DETERMINATION.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-22	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2001
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-29	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-32	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-33	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-34	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-36	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-37	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-38	52.232-1	PAYMENTS	APR/1984
I-39	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-40	52.232-11	EXTRAS	APR/1984
I-41	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-42	52.232-17	INTEREST	JUN/1996
I-43	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-44	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-45	52.232-25	PROMPT PAYMENT	MAY/2001
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-47	52.233-1	DISPUTES	JUL/2002
I-48	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-49	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-50	52.242-13	BANKRUPTCY	JUL/1995
I-51	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-52	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)	AUG/1987

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	Regulatory Cite	Title	Date
I-53	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-54	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-55	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-56	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-57	52.248-1	VALUE ENGINEERING	FEB/2000
I-58	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-59	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-60	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-61	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-62	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-63	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-64	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-65	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-66	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-67	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-68	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-69	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-70	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
I-71	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-72	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-73	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-74	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-75	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS	DEC/1991
I-76	252.225-7028 DFARS	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	DEC/1991
I-77	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-78	252.225-7037 DFARS	DUTY-FREE ENTRY -- ELIGIBLE END PRODUCTS	MAR/1998
I-79	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-80	252.232-7002 DFARS	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
I-81	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-82	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-83	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-84	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-85	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-86	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

a. This solicitation includes an evaluated option (See Section M).

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAA09-03-R-0113 MOD/AMD</p>	<p align="center">Page 29 of 45</p>
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Name of Offeror or Contractor:

b. The Government reserves the right to increase the quantity of M831A1/M865 OR CONTAINER HANDLING EFFORT by a quantity of up to and including but not exceeding THE OPTION QUANTITY LISTED IN SECTION B as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for M831A1/M865; OR CONTAINER HANDLING EFFORT shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 31 JULY FOR EACH FY REQUIREMENT, EXCEPT THE LAST FY TO BE 30 APR, by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

		<u>Unit Price</u>
Evaluated Option (F.O.B. Origin)	M831A1	\$ _____
	M865	\$ _____
CONTAINER HANDLING EFFORT		\$ _____

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-87	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

(B) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL	
(If none, insert "None")	IDENTIFICATION NO.

(End of Clause)

(IF6350)

I-88	52.243-7	NOTIFICATION OF CHANGES	JAN/2001

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, WITHIN 15 calendar days from the date that the Contractor identifies any Government

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Name of Offeror or Contractor:

conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(d) Government response. The Contracting Officer shall promptly, WITHIN 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

I-89 52.244-2 SUBCONTRACTS AUG/1998

(e) Even if the Contractor has an approved purchasing system, the Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TBD

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of clause)

(IF6205)

I-90 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE MAY/2001

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1,095 days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 90 days after discovery of the defect(s).

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends 1,095 days later."

(End of Clause)

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Name of Offeror or Contractor:

(IF6070)

I-91 252.217-7000 EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS DEC/1991
DFARS

(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.

(b) The foreign military sales commitments are for:

_____TBD_____ _____TBD_____

Name of Country, or Insert applicable CLIN
To Be Determined

(End of clause)

(IA6700)

I-92 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES MAR/1998
DFARS

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of M831A1; M865; PS116 CONTAINERS; AND ANY COMPONENT PARTS, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

(IA6707)

I-93 52.232-32 PERFORMANCE-BASED PAYMENTS MAY/1997

(m) Content of Contractor's certification. As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payments:

I certify to the best of my knowledge and belief that-

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contract to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in this contract.

(End of clause)

(IF7023)

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I-94 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

(End of clause)

(IF7045)

I-95 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) - ALTERNATE I DEC/1989
(APR 1984) (DEV 99-8)

(g)(6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for the continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--***

(End of clause)

(IF7109)

I-96 52.245-9 USE AND CHARGES (CLASS DEVIATION 99-00011) APR/1984

(End of clause)

(IF7007)

I-97 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-98 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcm.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

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(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-99	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

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I-100	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2003
IM7003	252.232-7003 DFARS (AMC)	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	(MAR 2003)

TEXT

(a) Definitions. As used in this clause-

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) "Payment Request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area Workflow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.agden.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI)X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(IM7003) (End of clause)

I-101	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
	OSC		
AUTHORITY OF GOVERNMENT REPRESENTATIVE			
52.201-4500 OSC			(FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	DD 1423 - CONTRACT DATA REQUIREMENTS LIST	12-SEP-03	012	EMAIL
Attachment 001	TDP LISTING	11-APR-03		EMAIL
Attachment 002	MULTI-YR III PRICE EVALUATION SHEET	18-NOV-03	004	EMAIL
Attachment 003	STATEMENT OF WORK - 120MM TRAINING AMMO	17-NOV-03	012	EMAIL
Attachment 004	STATEMENT OF WORK - CAN CONTAINER	20-NOV-03	014	EMAIL
Attachment 005	STATEMENT OF WORK - TDP MAINTENANCE	17-NOV-03	008	EMAIL
Attachment 006	DOCUMENT SUMMARY LIST FOR 120MM TANK AMMO		003	EMAIL
Attachment 007	INSTRUCTION/GUIDANCE FOR DD FORM 1423		003	EMAIL
Attachment 008	DATA DELIVERY DESCRIPTION/RFD-NOR-ECP		015	EMAIL

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.225-1	BUY AMERICAN ACT-SUPPLIES	MAR/2002
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_

_____(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

K-5	52.204-3	TAXPAYER IDENTIFICATION	OCT/1998
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(d) Taxpayer Identification Number (TIN).

- () TIN:
- () TIN has been applied for.
- () TIN is not required because
- () Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- () Offeror is an agency or instrumentality of a foreign government;
- () Offeror is an agency or instrumentality of a Federal government; _

(e) Type of organization.

- () Sole proprietorship
- () Partnership
- () Corporate entity (not tax-exempt);
- () Corporate entity (tax-exempt);
- () Government entity (Federal, State, or local);
- () Foreign government
- () International organization per 26 CFR 1.6049-4;

Name of Offeror or Contractor:

() Other

(f) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent:

Name:

TIN:

(End of Provision)

(KF7043)

K-6	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC/2001
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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()

are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()

have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ()

are not ()

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ()

has not (),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-7	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,____intends, ____does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY
STATE, COUNTY, ZIP-CODE)

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

(End of provision)

(KF7035)

K-8	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

Name of Offeror or Contractor:

- (a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984
The offeror represents that (a) it

- () has developed and has on file,
() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-10 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE SEP/1999
DFARS

- (c) Certifications.
- (1) The Offeror certifies that--
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

Name of Offeror or Contractor:

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
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(End of provision)

(KA7702)

K-11	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
DFARS			

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS (MAY 01) ALTERNATE I (OCT 97)	MAY/2001
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	JUL/2000
L-7	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-8 52.233-2 SERVICE OF PROTEST AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from MR. TIMOTHY L. JOHNSON, ATTN: AMSFS-CCA-F, 1 ROCK ISLAND ARSENAL, ROCK ISLAND, IL 61299-6000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

L-9 52.211-4510 PARTNERING AUG/2001
AMC

***The principal Government representatives for this effort will be: TIMOTHY L. JOHNSON
CONTRACTING OFFICER

(End of Provision)

(LM6100)

L-10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated

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Name of Offeror or Contractor:

by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-11	15.403-5	INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	MAY/2002
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(a) Cost or Pricing Data shall be submitted in the format in Table 15-2 of FAR 15.408 or other format as stated in provision FAR 52.215-20 - Alternate I along with your proposal.

(b) The Cost or Pricing Data shall be submitted simultaneously to the Contracting Officer and the Administrative Contracting Officer.

(c)(1) If you use Microsoft (MS) Excel or a compatible spreadsheet software in proposal preparation, please provide an IBM compatible/MS Excel format, electronic/digital copy of the spreadsheet, which includes all process formulas, with your proposal. You are encouraged to transmit this data via e-mail. As an alternative, removable computer media, i.e., 3.5" floppy disks, "ZIP" drive media, or CD/DVD-ROM disks, may be submitted. These media should be protected from shipping hazards. Large files may be compressed, e.g., using "PK Zip" or "WinZip", to expediate upload/download or to minimize media requirements. Any physical media will not be returned.

(2) If you do not employ Microsoft Excel, or a compatible software, you need not submit digital media.

(End of provision)

(LF7014)

L-12	15.403-5(A)	COST DATA BREAKDOWN	OCT/1997
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(End of Provision)

(LF7012)

L-13	52.212-4501 OSC	ELECTRONIC AWARD NOTICE	APR/2001
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1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/or> the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

(End of provision)

(LS7100)

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

1. FOR THE AWARD OF THE M831A1 AND M865 CARTRIDGES AS CONTAINED IN BID POINTS A, B, C, D, E AND F, THE OFFERORS MUST MAKE AN OFFER ON ALL OF THOSE BID POINTS. THE OFFERORS MUST PROVIDE A UNIT PRICE FOR EACH CARTRIDGE MULTIPLIED BY THE QUANTITY AND THEN ADD IT TO FORM A TOTAL PRICE PER BID POINT. THE PROCESS OF HOW THE GOVERNMENT WILL DETERMINE WHETHER A SINGLE YEAR AWARD OR MULTI-YEAR AWARD IS THE MOST ADVANTAGEOUS TO THE GOVERNMENT WILL BE DETAILED LATER IN THIS CLAUSE. THIS CLAUSE WILL ALSO EXPLAIN THE PROCESS BY WHICH THE GOVERNMENT WILL DETERMINE WHETHER THE 60-40 SPLIT (EITHER BID POINTS A&B; OR C&D), OR THE 50-50 SPLIT (EITHER BID POINTS E OR F) IS THE MOST ADVANTAGEOUS TO THE GOVERNMENT. OFFERORS SHOULD NOTE THE AWARDS FOR CONTAINER HANDLING (BID POINTS G AND H), AND TECHNICAL DATA PACKAGE MAINTENANCE (BID POINTS J AND K), WILL BE INDEPENDENT OF THE CARTRIDGE AWARDS, I.E., THEY WILL BE EVALUATED AND AWARDED ON 100%-0% BASIS TO THE LOW OFFEROR.

BID POINT A SINGLE YEAR - 60%

M831A1: 32,340 EA
M865: 88,188 EA

BID POINT B SINGLE YEAR - 40%

M831A1: 21,560 EA
M865: 58,792 EA

BID POINT C MULTI-YEARS - 60%

M831A1: 82,800 EA
M865: 326,310 EA
M831A1 OPTION: 12,420 EA
M865 OPTION: 23,478 EA

BID POINT D MULTI-YEARS - 40%

M831A1: 55,200 EA
M865: 217,540 EA
M831A1 OPTION: 8,280 EA
M865 OPTION: 15,652 EA

BID POINT E SINGLE YEAR - 50%

M831A1: 26,950 EA
M865: 73,490 EA

BID POINT F MULTI-YEARS - 50%

M831A1: 69,000 EA
M865: 279,575 EA
M831A1 OPTION: 10,350 EA
M865 OPTION: 19,565 EA

BID POINT G

BID POINT H

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Name of Offeror or Contractor:		

CONTAINER/HANDLING - SINGLE YEAR FY 2004

CONTAINER/HANDLING - MULTI-YEARS FY 2004 - FY 2007

BID POINT J

BID POINT K

TDP MAINTENANCE - SINGLE YEAR FY 2004

TDP MAINTENANCE - MULTI-YEARS FY 2004 - FY 2007

2. THE FOLLOWING EVALUATION FACTOR WILL BE ADDED TO EACH TOTAL PRICE, PER BID POINT:

- CHARGES FOR USE OF GOVERNMENT FURNISHED EQUIPMENT (GFE), INCLUDING THAT LOCATED AT SUBCONTRACTOR'S PLANTS.
- FOR BID POINTS C, D AND F EVALUATED OPTION PRICES WILL BE EVALUATED IN ACCORDANCE WITH THE CLAUSE ENTITLED "EVALUATION OF OPTIONS" (FAR 52.217-5), INCLUDED IN SECTION M OF THIS SOLICITATION.

THE CHARGES FOR USE OF GFE SHOULD BE CALCULATED IN ACCORDANCE WITH THE CLAUSE ENTITLED "EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY", OSC 52.245-4519 (MS7005), INCLUDED IN SECTION M OF THIS SOLICITATION.

3. THE FIRST STEP IN THE EVALUATION OF THE PROPOSALS WILL BE TO ASSESS WHICH SCENARIO RESULTS IN THE LOWEST OVERALL COST TO THE GOVERNMENT, SINGLE YEAR, OR MULTI-YEAR. PART OF THIS ASSESSMENT WILL BE THE SINGLE YEAR VERSUS MULTI-YEAR PRICE EVALUATION AS REQUIRED BY FAR 17.103-3. THE ASSESSMENT WILL USE BOTH THE POSSIBLE 60-40 SPLIT, AND 50-50 SPLIT. ONCE THE SCENARIO IS DETERMINED THE EVALUATED LOW OFFEROR OF THAT SCENARIO WILL BE DETERMINED.

4. THE SUM OF EACH EVALUATION FACTOR WILL BE ADDED TO THE TOTAL PRICE PER BID POINT. THIS WILL RESULT IN A TOTAL EVALUATED PRICE PER BID POINT. THE GOVERNMENT WILL AWARD BASED ON THE LOWEST OVERALL PRICE COMBINATION. THE FOLLOWING TOTAL EVALUATED PRICES PER BID POINT WILL BE COMPARED.

IF THE SINGLE YEAR SCENARIO IS DETERMINED TO PROVIDE THE LOWEST OVERALL COST TO THE GOVERNMENT, THE FOLLOWING COMBINATIONS WILL BE COMPARED:

- THE LOWEST TOTAL EVALUATED PRICE PER BID POINT A PLUS THE TOTAL EVALUATED PRICE FOR BID POINT B OF THE OTHER OFFEROR (I.E., THE OFFEROR WHO DID NOT OFFER THE LOWEST TOTAL EVALUATED PRICE FOR BID POINT A).
- THE TOTAL EVALUATED PRICE PER BID POINT E FOR BOTH OFFERORS.

WHICHEVER COMBINATION RESULTS IN THE LOWEST OVERALL COST TO THE GOVERNMENT WILL BE AWARDED, WITH THE PROVISIO THAT THE GOVERNMENT RESERVES THE RIGHT TO NEGOTIATE WITH EITHER OF BOTH OFFERORS IF IT APPEARS THAT FAIR AND REASONABLE PRICES ARE NOT BEING OFFERED.

IF THE MULTI-YEAR SCENARIO IS DETERMINED TO PROVIDE THE LOWEST OVERALL COST TO THE GOVERNMENT, THE FOLLOWING COMBINATIONS WILL BE COMPARED:

- THE LOWEST TOTAL EVALUATED PRICE PER BID POINT C, PLUS THE TOTAL EVALUATED PRICE FOR BID POINT D OF THE OTHER OFFEROR (I.E., THE OFFEROR WHO DID NOT OFFER THE LOWEST EVALUATED PRICE FOR BID POINT C)
- THE TOTAL EVALUATED PRICE PER BID POINT F FOR BOTH OFFERORS.

WHICHEVER COMBINATION RESULTS IN THE LOWEST OVERALL COST TO THE GOVERNMENT WILL BE AWARDED, WITH THE PROVISIO THAT THE GOVERNMENT RESERVES THE RIGHT TO NEGOTIATE WITH EITHER OF BOTH OFFERORS, IF IT APPEARS THAT FAIR AND REASONABLE PRICES ARE NOT BEING OFFERED.

5. THE FOLLOWING IS THE EVALUATION FACTOR FOR AWARD OF THE CONTAINER/INSERT HANDLING EFFORT, AND THE BASIS FOR AWARD:

THE OFFERORS MUST BID ON EACH OF THE FOLLOWING BID POINTS:

BID POINT G - SINGLE YEAR

BID POINT H - MULTI-YEARS

CONTAINER/HANDLING
EFFORT FOR FY 2004

CONTAINER/HANDLING
EFFORT FOR FY 2004 - FY 2007

THE FOLLOWING IS THE BASIS OF AWARD FOR THE CONTAINER HANDLING EFFORT AND THE OFFERORS MUST BID ON EACH OF THE FOLLOWING BID POINTS:

BID POINT G - CONTAINER HANDLING EFFORT FOR FY 2004

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Name of Offeror or Contractor:

BID POINT H - CONTAINER HANDLING EFFORT FOR FY 2004 - FY 2007

THE BID PRICE FOR BID POINT G SHOULD BE BASED ON PROVIDING CONTAINERS FOR THE ENTIRE BASIC QUANTITY (100%) OF CARTRIDGES (M831A1 AND M865) FOR FY 2004.

THE BID PRICE FOR BID POINT H SHOULD BE BASED ON PROVIDING CONTAINERS FOR THE ENTIRE QUANTITY (100%) OF CARTRIDGES (M831A1 AND M865) FOR FY 2004; FY 2005; FY 2006 AND FY 2007.

THERE WILL BE ONE EVALUATION FACTOR APPLICABLE TO BOTH BID POINT G AND BID POINT H. THAT FACTOR IS THE PRICE FOR ADDITIONAL CONTAINERS (PROPERLY PALLETIZED WITH THE PROPER INSERTS) REQUIRED BY THE OFFEROR TO SHIP CARTRIDGES REQUIRED FOR TESTING. THIS WOULD INCLUDE BALLISTIC LOT ACCEPTANCE TESTS, CHARGE ESTABLISHMENT/CHARGE VERIFICATION TESTS, ANY FIRST ARTICLE TESTS, ETC. THE OFFERORS MUST PROVIDE WITH THEIR OFFER WHAT QUANTITY OF ADDITIONAL CONTAINERS WAS USED TO CALCULATE THE EVALUATION FACTOR. A SEPARATE EVALUATION FACTOR IS REQUIRED FOR EACH BID POINT DUE TO THE QUANTITY DIFFERENCES.

FOR BID POINT H ONLY: THERE WILL ALSO BE AN EVALUATION FACTOR IN THE FORM OF AN EVALUATED OPTION PRICE. IT WILL BE EVALUATED IN ACCORDANCE WITH THE CLAUSE ENTITLED "EVALUATION OF OPTIONS", FAR 52.217-5, WHICH IS INCLUDED IN SECTION M (M-1) OF THIS SOLICITATION.

THE EVALUATION FACTORS WILL BE ADDED TO BID POINT G AND BID POINT H TO FORM A TOTAL EVALUATED PRICE PER BID POINT.

THE AWARD OF THE CONTAINER HANDLING EFFORT WILL BE MADE TO THE LOW EVALUATED OFFEROR.

6. NO EVALUATION FACTORS FOR BID POINT J OR K. AWARD WILL BE MADE TO THE LOW OFFEROR. THE FOLLOWING IS THE BASIS FOR THE EFFORT OF TECHNICAL DATA PACKAGE MAINTENANCE (TDP MAINTENANCE) AWARD:

BID POINT J - SINGLE YEAR

BID POINT K - MULTI-YEARS

TDP MAINTENANCE
FOR FY 2004

TDP MAINTENANCE
FOR FY 2004 - 2007

(End of Provision)

(MF6012)

M-4	252.225-7003	INFORMATION FOR DUTY-FREE ENTRY EVALUATION DFARS	OCT/2003
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M-5	52.245-4519	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND OSC RESEARCH PROPERTY	AUG/1993
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(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

___Offer is predicated on use of Government property in offeror's possession.

___Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held!

Type of Contract or Agreement:_____

Number and Date:_____

Cognizant Government Agency (including address): _____

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

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Name of Offeror or Contractor:

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror:____months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{TxRxPxS}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

- (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7005)